

REAL ESTATE & FACILITIES FEDERAL ACQUISITION REGULATION SUPPLEMENT

PART 252—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

SUBPART 252.1—INSTRUCTIONS FOR USING PROVISIONS AND CLAUSES

252.190 RE&F policy.

(a) It is RE&F policy to avoid imposing requirements on contractors beyond those required by the FAR, DFARS, and delegated GSA leases. Situations may arise, however, that require the development of a RE&F solicitation provision or contract clause. If a RE&F provision or clause is needed, Contracting Officers shall advise the Policy & Contract Review Branch. If no existing provision or clause is found to be adequate, the Policy & Contract Review Branch, in conjunction with the Contracting Officer, shall draft a proposed provision or clause. The Policy & Contract Review Branch will coordinate with the Director, Defense Procurement, to obtain approval, and shall advise the Contracting Officer of the result.

(b) The Policy & Contract Review Branch shall maintain a background file for all RE&F provisions and clauses. A one-time use of a provision and clause will not be published in the RE&FFARS. Provisions and clauses that may be used in future procurements will be published in the RE&FFARS and numbered in accordance with the FAR and DFARS conventions.

SUBPART 252.90—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

252.216-9000 (REFCO) - Award Fee.

As prescribed in the REFCO FAR Supplement 216.404(S-90), insert the following clause, substantially as written, in solicitations and contracts that contain an award fee incentive.

AWARD FEE (APR 00)

(a) In addition to the profit/fee set forth elsewhere in the contract, the contractor may earn an award fee up to (*insert dollar amount*) on the basis of performance during the evaluation periods in the amounts specified in the Award Fee Plan.

(b) An Award Fee Review Board, the membership of which will be designated in the Award Fee Plan, shall continually monitor the Contractor's performance.

(c) Before an evaluation period is started, the Government may unilaterally modify the award fee performance criteria, associated weights, and performance

evaluation areas applicable to that evaluation period. The government may also unilaterally revise the distribution of remaining award fee dollars among the remaining periods. The Contracting Officer will notify the contractor, in writing, of any changes before the relevant period is started, and the Award Fee Plan will be modified accordingly. Changes affecting the current evaluation period must be by bilateral agreement.

(d) Performance Evaluation Cycle. The award Fee Review Board will perform an evaluation of the contractor's effort for each evaluation period listed in the Award Fee Plan. The board will specifically:

(1) Measure the contractor's performance against the evaluation criteria stated in the Award Fee Plan.

(2) Request the contractor brief the Award Fee Review Board on its performance for the period being evaluated, if desired by the Board.

(3) Review the contractors written documentation describing its performance for the period being evaluated. The contracting officer will request the required documentation.

(e) Special Factors.

(1) The contractor may submit vouchers for the approved award fee immediately upon written notification by the contracting officer.

(2) An Award Fee Plan will be distributed to the contractor and the requiring activity upon contract award and will contain detailed schedules and criteria for implementing this provision of the contract.

(f) The award amount and the award-fee determination methodology are unilateral decisions made solely at the discretion of the Government.

(g) If this is a cost-reimbursement type contract, payment of any award fee to the contractor hereunder will not be subject to the clauses of the contract entitled "Allowable Cost and Payment" and "Termination (Cost-Reimbursement)". Under no circumstances shall award fee payments be included in settlements for terminations for convenience for any types of contract.

(End of Clause)

REAL ESTATE & FACILITIES FAR SUPPLEMENT (REFFARS)
PART 252—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

252.216-9001 (REFCO) - Blanket Delivery Orders.

As prescribed in REFFARS 16.501-2(90), insert the following clause, substantially as written, in Section I:

Blanket Delivery Orders (APR 00)

(a) The Blanket Delivery Order is for supplies or services covered by Contract (*insert contract number*) to be delivered as may be scheduled by authorized individuals of the (*insert office*) during the period established by paragraph (a) of the basic contract clause entitled "Ordering."

(b) Delivery Schedules in delivery orders that may be issued under the authority of this clause:

(1) Shall not exceed, either individually or in the aggregate, the amount of funds obligated by this Order as may be increased or decreased by subsequent unilateral modifications of this Order; and

(2) shall not call for deliveries or performance by the contractor beyond the date or period established by paragraph (f) of the basic contract clause entitled "Requirements."

(c) A listing of the names of individuals who are authorized to schedule deliveries and the dollar limitations per call for each individual, if any, shall be furnished to the contractor after award of the contract and before issuance of the initial delivery order.

(End of Clause)